IN THE CIRCUIT COURT OF HAMPSHIRE COUNTY, WEST VIRGINIA

MICHAEL A. CORBIN, d/b/a
MOUNTAIN HERITAGE REALTY, LLC,

Plaintiff,

v. **Civil Action No. CC-14-2016-C-92**

CHHS INVESTMENTS, LLC,

Defendant.

NOTICE OF REMOVAL

TO: Honorable Sonja Embrey, Clerk
Hampshire County Circuit Court
Post Office Box 343
50 South High Street, Suite 157
Romney, West Virginia 26757

PLEASE TAKE NOTICE that the Defendant, CHHS INVESTMENTS, LLC, filed a Notice of Removal in the United States District Court for the Northern District of West Virginia, a copy of which is attached, on the 27th day of December 2016, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446. Accordingly, this matter shall proceed in the United States District Court for the Northern District of West Virginia.

DATED the 27th day of December 2016.

CHHS INVESTMENTS, LLC
Defendant, by Counsel

/s/ Charles F. Printz, Jr.
Charles F. Printz, Jr. (WVSB #2985)
J. Tyler Mayhew (WVSB #11469)
BOWLES RICE LLP
101 South Queen Street
Post Office Drawer 1419
Martinsburg, West Virginia 25402-1419
Tel: (304) 263-0836
Fax: (304) 267-3822
cprintz@bowlesrice.com

CERTIFICATE OF SERVICE

I certify that I served the foregoing NOTICE OF REMOVAL by using the E-Filing system, which will send notification of this filing to the following:

Jonathan G. Brill Esq.
JONATHAN G. BRILL, PLLC
Post Office Box 932
Romney, West Virginia 26757

Counsel for Plaintiff Michael A. Corbin

Dated this 27th day of December 2016.

/s/ Charles F. Printz, Jr.
Charles F. Printz, Jr.

E-FILED | 11/14/2016 2:31 PM
CC-14-2016-C-92
Hampshire County Circuit Clerk
Sonja Embrey

COVER SHEET

GENERAL INFORMATION

IN THE CIRCUIT OF HAMPSHIRE WEST VIRGINIA

Michael Corbin v. CHHS Investments, LLC

First Plaintiff: ☐ Business ☑ Individual ☐ Government ☐ Other

First Defendant: ☑ Business ☐ Individual ☐ Government ☐ Other

Judge: Charles Parsons

COMPLAINT INFORMATION

Case Type: Civil

Complaint Type: Contract

Origin: ☑ Initial Filing ☐ Appeal from Municipal Court ☐ Appeal from Magistrate Court

Jury Trial Requested: ☑ Yes ☐ No ☐ N/A

Mediation Requested: ☐ Yes ☑ No

Substantial Hardship Requested: ☐ Yes ☑ No

E-FILED | 11/14/2016 2:31 PM
CC-14-2016-C-92
Hampshire County Circuit Clerk
Sonja Embrey

IN THE CIRCUIT COURT OF HAMPSHIRE COUNTY, WEST VIRGINIA

MICHAEL A. CORBIN, d/b/a
MOUNTAIN HERITAGE REALTY, LLC
Plaintiff,

v. Civil Action No. 16-C-

CHHS INVESTMENTS, LLC,
625 Main Street, Suite 20-B
Windermere, Florida 34789
Defendant.

COMPLAINT

Plaintiff, with Counsel, Jonathan G. Brill, respectfully complains of Defendant as follows:

1. Mountain Heritage Realty, LLC, ("Mountain Heritage") is a real estate brokering business located in Hampshire County, West Virginia, with a principal business address of 25060 Northwestern Pike, Romney, WV 26757.
2. CHHS Investments, LLC, (hereafter "CHHS") is a Florida Limited Liability Company.
3. CHHS's principal business address is 625 Main Street, Suite 20-B, Windermere, Florida 34786.
4. CHHS's mailing address is P.O. Box 730, Windermere, Florida 34786.
5. Jurisdiction and venue are proper in Hampshire County, West Virginia because the dispute in this matter relates to a real estate listing agreement entered into between Mountain Heritage and CHHS for the sale of real estate located in Hampshire County, West Virginia.
6. On January 22, 2013, Mountain Heritage entered into a real estate listing agreement with CHHS for the sale of real estate commonly referred to as "White Horse Mountain",

which real estate is more particularly described as containing 1751 acres, more or less, located on the northeasterly side of Springfield Pike, Hampshire County Route 3, Springfield, West Virginia.

7. The aforesaid listing agreement is attached to this Complaint as Exhibit A and is incorporated by reference for any and all pertinent purposes.

8. The primary term of the listing agreement remained in effect from January 22, 2013, to January 22, 2014; and the listing agreement contained a provision that stated, "Should the property be sold within one year after the expiration of this Contract to any purchaser who shall have learned of or become interested in said property through the efforts and instrumentality of said broker, it is expressly agreed by the parties that said broker shall receive the above commission."

9. The listing agreement attached hereto as Exhibit A provides that Mountain Heritage shall receive a commission of 10% of the total sales price for the real estate.

10. Mountain Heritage fulfilled all of its obligations contained in the listing agreement.

11. During the time period of the listing agreement, that being January 22, 2013 and January 22, 2014, Mountain Heritage made contact with, met, and showed the underlying real estate to The Potomac Conservancy, Inc.

12. The Potomac Conservancy, Inc., is a Maryland nonprofit corporation whose address is 8403 Colesville Road, Suite 805, Silver Spring, MD 20910.

13. On or around the month of January, 2014, Mountain Heritage knew that the Potomac Conservancy, Inc., continued to express an interest in purchasing the underlying real estate.

14. Despite The Potomac Conservancy, Inc.'s continued interest in the real estate, CHHS failed to renew the listing agreement.

15. CHHS transferred the real estate known as White Horse Mountain to the Potomac Conservancy on May 12, 2015, which transfer is reflected by deed dated May 12, 2015, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 529 at Page 381.

16. The sales price of the real estate, as reflected in the aforesaid deed of conveyance, is $2,825,000.00.

17. To the best of Mountain Heritage's knowledge and belief, CHHS entered into a contract with The Potomac Conservancy, Inc., to purchase the real estate known as White Horse Mountain on or before January 22, 2015.

18. The Potomac Conservancy, Inc., is a buyer who learned of or become interested in White Horse Mountain real estate through the efforts and instrumentality of Mountain Heritage.

19. As a result of entering into a contract for the purchase of White Horse Mountain on or before January 22, 2015, with a buyer who learned of or became interested in White Horse Mountain through the efforts and instrumentality of Mountain Heritage, Plaintiff is entitled to a 10% commission of the total sales price of the real estate, that being $282,500.00.

20. CHHS has breached the terms and conditions set forth in the underlying listing agreement attached hereto as Exhibit A.

WHEREFORE, Michael A. Corbin d/b/a Mountain Heritage Realty, LLC, respectfully requests 1) that Michael A. Corbin d/b/a Mountain Heritage Realty, LLC, be granted judgement against CHHS in the amount of $282,500.00, together with prejudgment and post-judgment interest, 2) that Michael A. Corbin d/b/a Mountain Heritage Realty, LLC, be granted judgment against CHHS for all damages allowable pursuant to West Virginia law incurred as a result of CHHS's breach of the real estate listing contract; and 3) that Michael A. Corbin d/b/a Mountain Heritage Realty, LLC, be awarded any and all further relief the Court deems appropriate.

MICHAEL A. CORBIN d/b/a
MOUNTAIN HERITAGE REALTY, LLC
Plaintiff, by Counsel

Jonathan G. Brill, Attorney at Law
Bar Identification No. 11316
P.O. Box 932
Romney, West Virginia 26757
(304) 822-7110 Office
(304) 822-7109 Fax
jonathangbrill@gmail.com
Counsel for Plaintiff

E-FILED | 11/14/2016 2:31 PM
CC-14-2016-C-92
Hampshire County Circuit Clerk
Sonja Embrey

Exhibit A

To Plaintiff's Complaint

EXCLUSIVE AUTHORIZATION TO SELL

Century 21
Mountain Heritage Realty
P.O. Box 838 Romney, WV 26757
Phone (304) 822-3557 Fax (304) 822-4070
c21mhr@aol.com www.century21mhwv.com

Date [illegible]

In consideration of your efforts to find a purchaser for the property owned by (me, us) located in Hampshire County, WV described as follows. All that certain tract of real estate together with any and all improvements thereon containing 1751 acres more or less and located at off *Springfield Pike and belonging to CHHS Investments LLC*
also included in sale:

TERMS OF LISTING

Said listing is to be in effect for a period of 12 months from the below date and said agency is to be Exclusive Right to Sell. This authority shall continue irrevocably for this period of time. (I, We) agree to sell said property for the Gross sum of $ 3,252,800.00

(I, We) agree to execute a deed in which my wife (or husband) shall join, with covenants of general warranty and covenants against encumbrances in due form of law conveying marketable fee simple title to said real estate to such person as you shall have sold this property.

(I, We) *hereby agree to grant possession to above described property immediately after settlement or what otherwise may be stated in a* purchase contract. You are hereby authorized at your expense to advertise the aforementioned property and its address including but not limited to the internet and its idx sites in such a manner as you deem expedient and most likely to produce a purchaser.

You are hereby authorized to place appropriate "For Sale" signs on said real estate.

You are hereby authorized to enter said property on the local/regional multiple listing system (MRIS).

You are hereby authorized to install a lockbox on said real estate.

Standard seller expenses:

(1) New deed $150.00	(3) Closing fee $150.00	(5) Well/septic n/a
(2) Transfer tax $6.60 per thousand	(4) Other n/a	(5) insect inspection n/a

COMMISSION

(I, We) agree to pay to CENTURY 21 MOUNTAIN HERITAGE REALTY a commission of TEN percent (10%) of the gross sale price of (Minimum commission is $2,000.00). (1) during the term of this contract, or an extension thereof, said broker produces a buyer to purchase said property at the listing price shown hereon, or at such other price as accepted by the owner and/or agent or agreed upon in writing between the owner and the broker, or (2) said property is sold or exchanged directly by the owner or through the broker, or others, during the term of this Contract or any extension thereof. Should the property be sold within one (1) year after the expiration of this Contract to any purchaser who shall have learned of or become interested in said property through the efforts and instrumentality of said broker, it is expressly agreed by the parties that said broker shall receive the above commission. A listing referral fee of 30% is to be paid to Billy Fitzgerald of United Country Southern MD Realty.

DEPOSIT

Broker is authorized to receive a deposit from purchaser who offers to purchase property. Should any deposits so received be forfeited, one half thereof, will be retained by the broker and the remainder shall be paid to owner(s) of said real estate.

Remarks: ______________________________

I hereby certify that I have read and understand the above contract and acknowledge receipt of a copy thereof.

______________________ Date 1/22/13 Address: P.O. Box 730
Windermere, FL 34786

CHHS INVESTMENTS, LLC Date ____________

______________________ Date ____________ Home:
Work 407 [illegible]
Cell 407 [illegible]

______________________ Date ____________

Realtor: Kenneth Rogers Phone: 304 851-3892

Signature ______________________

Each office is independently owned & operated

West Virginia E-Filing Notice

CC-14-2016-C-92

Judge: Charles Parsons

To: Jonathan Brill
jonathangbrill@gmail.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT OF HAMPSHIRE, WEST VIRGINIA
Division II
Michael Corbin v. CHHS Investments, LLC
CC-14-2016-C-92

The following complaint was FILED on 11/14/2016 2:31:10 PM

Notice Date: 11/14/2016 2:31:10 PM

Sonja Embrey
CLERK OF THE CIRCUIT
Hampshire
50 S. High Street
ROMNEY, WV 26757

(304) 822-5022
sonja.embrey@courtswv.gov

West Virginia E-Filing Notice

CC-14-2016-C-92

Judge: Charles Parsons

To: CHHS Investments, LLC
625 Main Street, Suite 20-B
Windmere, FL 34786

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT OF HAMPSHIRE, WEST VIRGINIA
Division II
Michael Corbin v. CHHS Investments, LLC
CC-14-2016-C-92

The following complaint was FILED on 11/14/2016 2:31:10 PM

Notice Date: 11/14/2016 2:31:10 PM

Sonja Embrey
CLERK OF THE CIRCUIT
Hampshire
50 S. High Street
ROMNEY, WV 26757

(304) 822-5022
sonja.embrey@courtswv.gov

E-FILED | 11/14/2016 2:31 PM
CC-14-2016-C-92
Hampshire County Circuit Clerk
Sonja Embrey

Request for Legal Process to be Served by the West Virginia Secretary of State

Please serve the named defendant CHHS Investments, LLC
in the attached matter according to the provision of applicable law.

- ☐ §21A-5-17c — Service on non-resident employer & others liable for unemployment comensation payments
- ☐ §29-19-14 — Service on professional fund raising counsel, nonresident charitable organizations or professional solicitors soliciting contributions from people in this State
- ☐ §31D-5-504 & §56-3-13 — Service on authorized domestic corporation
- ☐ §31D-15-1510 — Service on unauthorized foreign corporation
- ☐ §31B-1-111 & §31B-9-906 — Service on authorized domestic or foreign limited liability company
- ☐ §33-4-12 — Service on licensed insurer
- ☐ §33-4-13 & §33-2-22 — Service on unlicensed or unauthorized foreign insurer
- ☐ §38-1A-7 & §38-1A-8 — Service on non-resident trustee of a security trust
- ☐ §46A-2-137 — Service on certain nonresidents under WV Consumer Credit and Protection Act
- ☐ §47-9-4 — Service on authorized domestic or foreign limited partnership formed under §47-9, or limited liability partnership (LLP) formed under §47B-10 (see also §56-3-13a, §47B-9-6)
- ☐ §47-9-4 — Service on unauthorized foreign limited partnership or LLP
- ☐ §56-3-31 — Service on nonresident motor vehicle operator involved in an accident in this state, or on his/her insurer
- ☑ §56-3-31 — Service on individual under the long-arm statute because the individual is:
  - ☑ (1) Transacting business in this state
  - ☐ (2) Contacting to supply services or things in this state
  - ☐ (3) Causing tortious injury in this state by act or omission (see §56-3-33(4) for description of causing tortious inury)
  - ☐ (4) Non-support of minor children (pusuant to Lozinski v. Lozinski)
  - ☐ (5) Causing injury in this state by breach of warranty
  - ☐ (6) Having interest in, using or possessing real property in this state
  - ☐ (7) Contracting to insure person, property or risk located in WV at the time of contracting
- ☐ §38-5A-5 — Service of suggestee execution as provided for in §38-5A

SUMMONS

E-FILED | 11/14/2016 2:31 PM
CC-14-2016-C-92
Hampshire County Circuit Clerk
Sonja Embrey

IN THE CIRCUIT OF HAMPSHIRE WEST VIRGINIA

Michael Corbin v. CHHS Investments, LLC

Service Type: Secretary of State - Certified

NOTICE TO: CHHS Investments, LLC, 625 Main Street, Suite 20-B, Windmere, FL 34786

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE OPPOSING PARTY'S ATTORNEY:

Jonathan Brill, PO Box 932, Romney, WV 26757

THE ANSWER MUST BE MAILED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

SERVICE:

11/14/2016 2:31:10 PM	/s/ Sonja Embrey
Date	Clerk

RETURN ON SERVICE:

☐ Return receipt of certified mail received in this office on ______________________

☐ I certify that I personally delivered a copy of the Summons and Complaint to ______________________

____

☐ Not Found in Bailiwick

______________	______________
Date	Server's Signature

Office of the Secretary of State
Building 1 Suite 157-K
1900 Kanawha Blvd E.
Charleston, WV 25305

Natalie E. Tennant
Secretary Of State
State Of West Virginia
Phone: 304-558-6000
866-767-8683
Visit us online:
www.wvsos.com

Sonja Embrey
Hampshire County Courthouse
66 N. High Street
Romney, WV 26757-1696

Filed
Date 11/28/16
[signature]
Clerk

Adult signature required

Control Number: 123630

Defendant: CHHS INVESTMENTS LLC
625 MAIN STREET
SUITE 20-B
WINDMERE, FL 34786 US

County: Hampshire

Civil Action: 16-C-92

Certified Number: 92149901125134100001484038

Service Date: 11/18/2016

I am enclosing:

1 summons and complaint

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in your name and on your behalf.

Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on your behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, ***not to the Secretary of State's office.***

Sincerely,

[signature]

Natalie E. Tennant
Secretary of State